



# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

22 March 13, 2012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

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March 13, 2012

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZATION TO ACCEPT A GRANT FROM KAISER FOUNDATION  
HOSPITALS, SOUTHERN CALIFORNIA REGION FOR THE 2012 QUALITY  
IMPROVEMENT INITIATIVE AT HARBOR-UCLA MEDICAL CENTER  
(SUPERVISORIAL DISTRICT 2)  
(3 VOTES)**

**SUBJECT**

Authorization to accept a grant from Kaiser Foundation Hospitals, Southern California Region and sign a Letter of Agreement for the 2012 Quality Improvement Initiative at Harbor-UCLA Medical Center.

**IT IS RECOMMENDED THAT YOUR BOARD:**

Delegate authority to the Director of Health Services (Director), or his designee, to accept and implement a forthcoming grant from Kaiser Foundation Hospitals, Southern California Region (Kaiser Foundation Hospitals) for \$300,000 payable over a two-year funding period, effective upon approval by the Board of Supervisors.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommendation will allow the Director to sign a Letter of Agreement, substantially similar to Exhibit I, to receive a \$300,000 grant payable over a two-year funding period for Harbor-UCLA Medical Center (H-UCLA MC) to implement a quality initiative relating to the new 1115 Waiver, commonly known as the California Bridge to Reform. The grant will be used to address patient safety improvements in the following areas: sepsis detection and management, central line associated blood stream infection prevention, surgical site infection prevention and deep vein thrombosis.

DHS will hire on an existing vacant position to function as a Waiver Nurse Coordinator to fulfill the grant requirements. The Waiver Nurse Coordinator will work collaboratively with the initiative-specific physicians and multidisciplinary teams to assure coordination of the projects, timely data collection, and assist in the implementation of a rapid cycle improvement plan, tracking the improvements, and assisting in the communications of the waiver initiatives to H-UCLA MC staff and leadership.

## **Implementation of Strategic Plan Goals**

The recommended action supports Goal 4, Health and Mental Health, of the County's Strategic Plan.

## **FISCAL IMPACT/FINANCING**

DHS will accept the first year award, \$150,000, and the second year funding (\$150,000) is contingent upon meeting the terms and conditions of the grant.

Appropriation authority is included in the Fiscal Year 2011-12 Final Budget and will be included in future fiscal years, as necessary.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

H-UCLA MC applied for a 2012 Quality Improvement Initiative grant from Kaiser Foundation Hospitals, and the grant was approved to aid H-UCLA MC in addressing the 1115 Medicaid Waiver's Delivery System Reform Incentive Pool (DSRIP), and in particular, Category 4 Urgent Improvement in Care Initiatives. The grant objectives include providing infrastructure to support Category 4 waiver teams by November 30, 2012, along with demonstrating improvement with both the staff knowledge of waiver initiatives and the process and outcome measures by November 30, 2013. H-UCLA MC's clinical and administrative leadership then prioritized the DSRIP Category 4 Initiatives for the organization's fiscal year 2011-2012 to include Improving Organizational Performance Goals, which is a standard from The Joint Commission, the accrediting body. H-UCLA MC's senior leadership was assigned oversight of meeting or exceeding 1115 Waiver milestones.

Through the improved coordination of waiver team efforts and enhanced communication of quality initiatives, H-UCLA MC will be positioned to meet and exceed waiver milestones and be a major contributor in sharing best practices with other public hospitals statewide.

County Counsel has approved Exhibit I as to form.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommendation will enable DHS to provide improved coordination of waiver efforts and enhance communication of quality initiatives.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.

Director

MHK:rf

Enclosures

c: Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors

**LETTER OF AGREEMENT**  
**CALIFORNIA COMMUNITY FOUNDATION**  
**OBO KAISER FOUNDATION HOSPITALS, SOUTHERN CALIFORNIA REGION**  
**COMMUNITY BENEFIT CHARITABLE CONTRIBUTIONS PROGRAM**

This Letter of Agreement (hereinafter "Agreement") regarding Community Benefit Funds ("Memorandum"), dated as of December 5, 2011 is entered into by and between the California Community Foundation, (the "Foundation"), a California nonprofit public benefit corporation, Kaiser Foundation Hospitals, a California nonprofit, public benefit corporation (hereinafter "KFH") and **County of Los Angeles**, a charter city organized in the State of California and not subject to federal or state income tax.

This Agreement sets forth the understanding of the parties hereto as to the terms and conditions under which the Foundation at the recommendation of KFH shall donate funds in the amount of **\$300,000.00 payable over a two year funding period beginning January 1, 2012 through January 1, 2014 for 2012 Quality Improvement Initiative**. *Second year funding is contingent upon meeting the terms and conditions of the grant.* Such terms and conditions are as follows:

1. Tax Exemption Status: Grantee represents that at all times relevant herein, it is a charter city organized in the State of California and not subject to federal or state income tax].
2. Purpose of Grant. Grantee shall use entire Grant to support the specific goals, objectives, activities, and outcomes as stated in the Grantee's funding application and, for Grants greater than \$25,000, as submitted in the Work Plan.
3. Expenditure of Funds. This Grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the Grantee's Work Plan and may not be expended for any other purpose without KFH's prior written approval.
4. Prohibited Uses. In no event shall Grantee use any of the funds from this Grant to (a) support a political campaign, (b) support or attempt to influence any government legislation, except making available the results of non-partisan analysis, study or research, or (c) grant an award to another party or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code of 1986 as amended.
5. Return of Funds. The Foundation reserves the right to discontinue, modify or withhold payments to be made under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions:
  - (a) If KFH, in its sole discretion, determines that the Grantee has not performed in accordance with this Agreement or has failed to comply with any term or condition of this Agreement.
  - (b) If Grantee loses its status as an eligible Grantee under Paragraph 1 above.
  - (c) Any portion of the funds is not used for the approved purpose
  - (d) Such action is necessary to comply with the requirements of any law or regulation applicable to Grantee or to KFH or to this Grant.

6. Records, Audits and Site Visits. KFH is authorized to conduct audits, including on-site audits, at any time during the term of this Grant and within four years after completion of the Grant. Grantee shall allow KFH and its representatives, at its request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and client or other beneficiaries for the purpose of making such audits, verifications or program evaluations as KFH deems necessary or appropriate concerning this Grant. Grantee shall maintain accounting records sufficient to identify the Grant and to whom and for what purpose such funds are expended for at least four (4) years after the Grant has been expended.

7. No Assignment or Delegation. Grantee may not assign, or otherwise transfer, any rights or delegates any of Grantee's obligations under this Agreement without prior written approval from KFH.

8. Records and Reports. Grantee shall submit written progress report(s) to KFH in accordance with the due dates stated on the Grant Summary (Attachment).

Grantee shall be primarily responsible for the content of the evaluation report. If KFH determines IRB approval is necessary, as part of the evaluation process, Grantee shall follow KFH IRB approval processes and procedures.

9. Required Notification. Grantee is required to provide KFH with immediate written notification of any change in Grantee's tax exempt status or when Grantee is unable to expend the grant funds for the approved purposes described in the Work Plan.

10. Identification of KFH. Grantee shall identify KFH as a supporting organization in all published material relating to the subject matter of this Grant. Whenever possible and appropriate, Grantee shall publicly acknowledge KFH for this Grant.

11. Equal Employment Opportunity. Grantee agrees to comply with and be bound by the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

12. Immigration Act Requirements. Grantee shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. Grantee hereby certifies that it has obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services related to the program described in the Work Plan.


13. Licensing and Credentials. Grantee agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and for its employees and all other persons engaged in work in conjunction with this Grant.

14. Payment of Grant. Payment may be made from the Kaiser Permanente Southern California Fund for Charitable Contributions, a component fund of the Foundation.

- (a) First payment by the Foundation will be contingent upon a signed Agreement between the Foundation, KFH and Grantee.
- (b) Subsequent payments (if any) are contingent upon compliance with this Agreement, including timely receipt of reports as outlined in Paragraph 8 above.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**Kaiser Foundation Hospitals**

By:   
Angela Coron  
Managing Director, Community Benefit

Date: 12-5-11

**Grantee**

By:   
Los Angeles County Harbor-UCLA Medical  
Center

Date: \_\_\_\_\_

**California Community Foundation**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**California Community Foundation**

By: \_\_\_\_\_

Date: \_\_\_\_\_